

MEMORANDUM OF UNDERSTANDING



Between

BELMONT FIRE PROTECTION DISTRICT

And

**BELMONT FIREFIGHTERS' ASSOCIATION
IAFF, LOCAL 2400, DISTRICT 8**

October 1, 2012 – September 30, 2015

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MEMORANDUM OF UNDERSTANDING
BETWEEN THE BELMONT FIRE PROTECTION DISTRICT
AND BELMONT FIREFIGHTERS' ASSOCIATION,
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 2400

PREAMBLE

Representatives of the Belmont Firefighters' Association, International Association of Fire Fighters, Local 2400, hereafter referred to as the "Union" , and representatives of the Belmont Fire Protection District, hereinafter referred to as "District", have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit specified in Section 1, have exchanged freely information, opinions and proposals and have reached agreement on those matters relating to the employment conditions and employer-employee relations of such employees as set forth in this Memorandum of Understanding, hereafter referred to as "MOU".

This MOU is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Section 3500, et seq.) and has been jointly prepared by the parties.

SECTION 1
RECOGNITION

1.1 Union Recognition

The Belmont Firefighters' Association, International Association of Fire Fighters, Local 2400, is recognized as the majority representative by Belmont Fire Protection District as provided in the Employer-Employee Relations Resolution #3596 adopted by the Fire Board for all employees assigned to the classifications set forth in Appendix A.

1.2 District Recognition

The District Manager, or any person or organization duly authorized by the District Manager, is the representative of the Belmont Fire Protection District, herein Employer-Employee Relations Resolution.

SECTION 2
UNION SECURITY

2.1 Dues Deduction

The Union may have the regular dues of its members deducted from the employees' paychecks; provided, however, that such dues deduction shall be made only upon the written authorization of the individual employee. Payroll deductions shall be for a specified amount and uniform as between employee members of the Union, and shall not include fines or fees. Authorization, cancellation or modification of payroll deduction shall be made

upon forms provided and approved by the District. The voluntary payroll deduction authorization will remain in effect until employment with the District is terminated or until canceled or modified by the employee by written notice to the District as provided below.

Amounts deducted and withheld by the District shall be transmitted to the officer designated in writing by the Union as the person authorized to receive such funds, at the address specified.

The employee's earnings must be sufficient, after all of the required deductions are made, to cover the amount of the deductions herein authorized. When an employee is in a non-pay status for an entire pay period, no withholdings will be made to cover that pay period from future earnings nor will the employee deposit the amount with the District which would have been withheld if the employee had been in pay status during a part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all required deductions have priority over the Union deduction.

The Union shall indemnify, defend and hold the District harmless against any claim made and against any suit initiated against the District on account of check-off of Union dues. In addition, the Union shall refund to the District any amounts paid to it in error upon presentation of supporting evidence. All employees who are members of the Union, tendering periodic dues thirty (30) days after the Fire Board has approved this Memorandum of Understanding, and all employees who thereafter become members of the Union, shall pay dues to the Union for the duration of this Memorandum of Understanding, and each year thereafter. During a period of thirty (30) days prior to the expiration of this Memorandum of Understanding and thirty (30) days prior to the expiration of any subsequent Memorandum of Understanding any employee who is a member of the Union shall have the right to withdraw from the Union and discontinue dues deduction. Said withdrawal shall be communicated by the employee in writing to the District and to the Union. An employee who is subsequently employed in a position outside of the unit represented by the Union shall not be required to pay dues to the Union.

2.2 Use of District Facilities

District employees or the Union, or its representatives may, with the prior approval of the Fire Chief or designee, be granted the use of District facilities for meetings of District employees provided space is available. All such requests shall be in writing, stating the purpose of the meeting, and be forwarded to the Fire Chief or designee at least forty-eight (48) hours in advance. The District reserves the right to assess reasonable charges for the use of such facilities. There will be no charge for facilities when there are no additional costs to the District.

2.3 Communications with Members

2.3.1 The Union shall be allowed use of available bulletin board space in the fire stations for communications having to do with official Union business. All material must be kept in a neat and orderly manner, be dated and must identify the organization and individual that published them.

2.3.2 The Union and its membership shall be allowed the use of District email systems for

the purpose of communicating routine business to the membership such as date and time of meetings.

2.3.3 Neither the Union nor employees shall post on bulletin boards or in emails any material that is derogatory to District officials and employees.

2.4 Advance Notice

Except in cases of emergency, reasonable advance written notice shall be given to the Union if it is affected by any rule, resolution or regulation directly relating to matters within the scope of representation proposed to be adopted by the Fire Board or Fire Chief. The Union shall be given the opportunity to meet with such body or its representatives prior to adoption. In cases of emergency when the District management determines that an ordinance, rule, resolution or regulation must be adopted immediately without prior notice or meeting with the Union, District management shall provide such notice and opportunity to meet at the earliest practicable time following the adoption of such rule, resolution or regulation. Notices shall be sent to the designated Union representative.

SECTION 3 NO DISCRIMINATION

3.1 No Discrimination

There shall be no discrimination because of race, creed, color, national origin, ancestry, gender, sexual orientation, age, marital status, medical condition, religion, political activity, physical or mental disability (unless that disability prevents the person from meeting the minimum standards established for the relevant classification) or legitimate employee organization activities against any employee or applicant for employment by the Union or by the District or by anyone employed by the District.

SECTION 4 UNION REPRESENTATIVES

4.1 Attendance at Meetings by Employees

District employees who are official representatives or unit representatives of the Union shall be given reasonable time off with pay to attend meetings with management representatives, or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of the District services as determined by the Fire Chief. Such employee representatives may be required to submit a written request for excused absence to the Fire Chief at least two (2) working days prior to the scheduled meeting whenever possible. Except by mutual agreement, the number of employees excused from duty for such purposes shall not exceed two (2).

4.2 Access to Work Locations

Reasonable access to employee work locations shall be granted officers of the Union and their officially designated representatives, for the purpose of processing grievances or contacting members of the Union concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the District or with established safety or security requirements.

4.3 Policies and Procedures

The District shall provide the Union copies of all policies and procedures covering employees in classifications represented by IAFF Local 2400. Staff reports involving Fire District operations and administration shall be provided under this section.

SECTION 5 PROTECTION OF RIGHTS

5.1 No Strike

The Union, its' members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representative thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the District, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

5.2 Lockout

The District agrees not to engage in any lockout.

SECTION 6 SALARY PLAN

6.1 Wages and Classification

The monthly salary range for each classification shall be as set forth in Appendix A. Employees shall be paid through direct deposit.

6.2 Salary for New Employees

Except as herein otherwise provided, the entrance salary for a new employee entering District service shall be the minimum salary for the class to which such new employee is appointed.

6.3 Step Increases

No increase in salary shall be automatic merely upon completion of a specified period of

service. All increases shall be based on satisfactory performance as established by record of the employee's performance as measured by District performance standards and shall require approval by the Fire Chief. In case of failure to meet performance standards for all newly hired or promotional appointments the increase in salary may be withheld upon recommendation of the Fire Chief. Employees shall be notified in writing of the reasons for any salary step withheld in the form of a Performance Improvement Plan (PIP). The withholding of a pay step shall not be subject to the grievance procedure.

Subject to the provisions of this Section 6.3, a Firefighter (after Step 2) or Captain who has received a satisfactory performance evaluation and has met the specified performance standards for the next step as defined in the Policies and Procedures manual, shall be elevated to the next step with the resultant salary increases after twelve (12) months of full time service.

New employees shall be appointed to the Academy Pay Step; after successful completion and graduation from the Academy, in addition to completion of the required performance standards, employees will be appointed to Step 1 of Firefighter classification and shall be eligible for Step 2 after successful completion of probation.

6.4 Salary Increase upon Promotion

An employee who is promoted from one class to a class in a higher range shall be entitled to the step in the higher range which will result in a salary increase of not less than one full step; the salary increase shall be equivalent to at least five percent (5%), but not more than the maximum rate for that class. The effective date of the promotion shall be the new anniversary date for the purpose of determining eligibility for step increases.

6.5 Lateral Entry Employees

To be eligible for lateral entry candidates must be currently employed in a fire department with two (2) consecutive years of paid firefighter experience. In addition, they must possess current Firefighter 1 and EMT certifications. Lateral employees hired without a Hazardous Materials Technician certification shall be required to become certified before passing probation. The District will schedule the lateral employee to attend training in order to complete the requirements prior to completion of probation. The time to obtain the Hazardous Materials Technician certification may be extended based on the availability of required classes.

A lateral entry employee may be appointed at Step 1 through Step 4 at the discretion of the Fire Chief. Such employee must complete the current step requirements and all prior step requirements during the first year of employment to maintain the salary step at appointment.

6.6 Determination of Hourly Rate

The hourly rate of pay shall be calculated by multiplying the appropriate monthly rate by twelve (12) and dividing that total by 2912.

The rates of pay set forth herein represent, for each classification, the standard rate of pay

for full-time employment, and represent the total compensation due employees, except for overtime compensation and other benefits specifically provided for by the Fire Board, unless specifically indicated otherwise in the schedule.

6.7 Emergency Medical Technician /Paramedic Compensation

The District will provide the following compensation to all employees functioning as Paramedic or Paramedic Assistant/EMT:

Paramedic Assistant/EMT - 5.0% of base pay

Additionally, the District will provide the following compensation to all employees assigned full-time primary Paramedic duties.

Paramedic - 12.5% of base pay (inclusive of EMT pay)

Secondary Paramedic

Effective the first month following adoption of this Agreement, the District will provide a monthly stipend for up to three (3) employees with Paramedic certifications. The District retains sole right to assign such employees. Captains assigned secondary Paramedic duties shall receive \$500 per month and Firefighters assigned secondary Paramedic duties shall receive \$450 per month.

6.8 Hazardous Materials Technician/Specialist Compensation

All employees shall be required to possess Hazardous Materials Technician certification by the completion of one (1) year of employment. Employees shall be required to possess Hazardous Materials Specialist certification by the completion of eighteen (18) months of employment.

The District will provide the following compensation to all employees functioning as a Hazardous Materials Technician or Specialist and assigned to the San Mateo County Hazardous Materials Team.

Hazardous Materials Technician or Specialist - 6% of Base Pay

The District will seek funding from the Emergency Services Council of San Mateo County for an additional .5% toward the Safety Officer Certificate and shall pay that increase upon receipt. In the event funding is not secured by October 1, 2014, employees possessing the Safety Officer Certificate will be paid an additional .5% of pay through District funds.

6.9 SCBA Technician Certification/ Assignment

The District will provide the following compensation to all employees certified as a Self-Contained Breathing Apparatus Technician (SCBA) and functioning as a District appointed SCBA service technician. The District will agree to provide compensation to a minimum of two (2) employees.

SCBA Service Technician - \$175.00 mo.

SECTION 7 ACTING PAY

7.1 Acting Pay

7.1.1 An employee assigned by the Fire Chief or his/her designated representative to perform the duties of the next higher classification on an acting basis shall receive acting pay which shall be computed at five percent (5%) more than such employee's current pay step for all hours worked in such higher classification (not to exceed the maximum wage rate of the higher classification) provided the employee performs the duties of the higher classification for at least two (2) hours.

7.1.2 Short Term Placement

When it is necessary to assign an employee to perform the duties of the next higher classification on a short term acting basis, the Battalion Chief shall select an employee to be assigned from those employees who have completed the necessary training and have been recognized by District management as qualified to perform the duties of the higher classification.

7.1.3 Long Term Placement

Long-term vacancy shall be defined to mean a vacancy where the existing employee will be absent from work for duration of time greater than sixty (60) days. When it is necessary to assign an employee to perform the duties of the next higher classification on a long term acting basis, the Fire Chief shall select an employee to be assigned from those employees who have completed the necessary training and have been recognized by District management as qualified to perform the duties of the higher classification. Qualified personnel currently assigned to the shift where the vacancy exists shall be given first priority to fill the vacancy.

In the event that a promotional eligibility list exists for the classification where the vacancy exists, only those individual(s) who is are on such eligibility list will be given the opportunity to fill the long term vacancy.

SECTION 8 DAYS AND HOURS OF WORK

8.1 Work Schedule

The regular workweek for employees in the classification of Firefighter and Captain shall be fifty-six (56) hours. The work schedule shall consist of eight (8) twenty-four (24) hour on-duty periods within a twenty-four (24) day cycle.

8.4 Exchange of On-Duty Time

Employees shall be permitted to exchange On-Duty time. The process and procedures for

such exchanges shall be in accordance with District Policy.

SECTION 9 OVERTIME and CALL BACK PAY

9.1 Overtime

Employees will be paid overtime compensation at a rate equal to 1.5 times the regular rate of pay for all authorized hours worked outside their regular work schedule in accordance with the Fair Labor Standards Act. An employee's regular rate of pay will be calculated on a work period basis and will consider the employee's base salary for the work period and any incentive pays earned during that period, in accordance with current practice.

Overtime shall be computed in one-quarter (1/4) hour increments. Payment for overtime shall not be made unless the Fire Chief or his designated representative prior to such overtime being worked has authorized such overtime.

9.2 Call Back Compensation

If the Fire Chief or his/her designated representative calls an employee who has completed his/her regular shift is called back to work, the employee shall be compensated for such work performed outside of his/her regular duty shift at the overtime rate. In no event shall the employee receive less than two (2) hours of overtime compensation for each such callback. Overtime in excess of two (2) hours shall be computed in one-quarter (1/4) hour increments.

SECTION 10 VACATION LEAVE and HOLIDAY PAY

Vacation leave and holiday pay is paid on base wage plus all wage differentials.

10.1 Vacation Eligibility

All employees shall be entitled to use annual vacation leave after one (1) year of full time employment (accrual begins from date of hire with the District).

10.2 Vacation Allowances

Employees shall earn vacation credits in accordance with the following schedule:

Years of Service	Annual Vacation
1-5 years	120 hours
6-10 years	192 hours
11-15 years	216 hours
16-20 years	264 hours
21-25 years	312 hours
26 + years	336 hours

10.3 Shift Vacation Scheduling

Employees shall annually select vacation by seniority. Vacation selection shall be in accordance with District Policy.

10.4 Vacation Accumulation

No more than two (2) years vacation entitlement may be accrued at any one time; provided, however, that the District Manager may allow any employee to accrue more than two (2) years vacation entitlement. Such decision shall be at the sole discretion of the District Manager and shall not be subject to the grievance procedure.

An employee may receive up to one-half (1/2) of the employee's annual vacation accumulation in cash in lieu of time off. Employees may request pay out twice a year in twenty-four (24) hour increments. Employees must submit a request by October 1st for October 15th paycheck and by April 1st for April 15th paycheck.

10.5 Vacation Allowance for Terminated Employees

In accordance with applicable state law, employees who terminate employment with the District shall be paid all accrued vacation hours in a lump sum less all applicable taxes.

10.6 Holiday Benefit

On completion of the first (1) year of service, each employee shall receive in lieu of time off for holidays, payment equivalent to six (6) twenty-four (24) hour shifts at the employee's regular base rate of pay. Employees shall accrue six (6) hours of pay each pay period beginning with date of hire. Payments of accrued hours will be made in two installments on October 15 and on April 15 of each year.

Employees who terminate employment shall be paid accrued holiday benefit on a pro-rated basis.

SECTION 11

SICK LEAVE

11.1 General

Sick leave is paid on base wage plus all wage differentials. Employees shall not be entitled to sick leave as a matter of right, but only in accordance with the provisions of laws, policy, and this Memorandum of Understanding.

11.2 Accrual

Employees shall accrue sick leave at the rate of twelve (12) hours per month. Unused sick leave may be accrued without limit provided there shall be no pay out of unused sick leave upon termination except as provided in 11.4.

11.3 Usage

Employees are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

- (1) The employee's illness or injury, which incapacitates the employee from performance of duties.
- (2) The employee's receipt of required medical or dental care or consultation when such care cannot be obtained during off duty hours.
- (3) A maximum of ninety-six (96) hours for shift personnel of accumulated sick leave may be taken each calendar year in case an employee's presence is required to attend to a member of his/her immediate family due to illness and injury. For purposes of this section, immediate family means spouse, children, mother and father, registered domestic partner, or child of a registered domestic partner.
- (4) Procedures for use and verification of usage are provided in District Policies.

11.4 Unused Sick Leave Accrual at Retirement

Upon retirement, the District shall compensate employees for accumulated sick leave based years of service with the Belmont Fire Protection District as follows:

<u>Years of Service</u>	<u>Pay out</u>
6 or more	25% of accumulated sick leave up to \$5,000
20 or more	35% of accumulated sick leave up to \$5,000

Compensation for unused sick leave shall be in-lieu of any conversion of unused sick leave to PERS service credit at retirement.

11.5 Catastrophic Leave

Permanent employees may be eligible to receive donations of paid leave other than sick leave, to be included in the recipient employee's sick leave balance if she/he has suffered a catastrophic illness or injury, which is defined as a critical medical condition. Employees shall have exhausted all their own leave accruals prior to eligibility for Catastrophic Leave.

Catastrophic Leave shall be administered in accordance with the Policies and Procedures Manual.

SECTION 12 HEALTH AND WELFARE

12.1 Hospital/Medical Plans

The District shall contract with CalPERS to participate in the Public Employees' Medical and Hospital Care Act (PEMHCA) plan for the purpose of providing eligible employees and their eligible dependents with access to health insurance benefits.

The District shall provide each eligible employee who participates in a District sponsored health insurance plan with an employer contribution towards the purchase of health insurance benefits. The amount of this employer contribution shall not exceed the minimum contribution required under the Public Employees' Hospital and Medical Care Act (PEMHCA).

12.2 Flexible Benefits Plan

The District shall contribute up to \$1,587.14 (inclusive of the PERS minimum contribution) per month toward the flexible benefit plan. Employees who elect a medical plan shall receive no cash or deferred compensation.

Effective January 2013 and each January during the term of this Memorandum of Understanding, the District's contribution to the Plan will be increased up to One Hundred percent (100%) of the Kaiser Employee & 2+ Dependents (EE 2+) premium cost.

If an employee is eligible for alternative group medical insurance through a spouse or domestic partner's employer-sponsored medical plan, the employee may waive the District's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the District plan. Any employee who waives medical coverage entirely shall be eligible to receive in cash or deferred compensation one-half of the Kaiser EE plan rate.

It is understood that during the term of this contract, the District may seek expert opinion as to the parameters of this program and all contributions to Flexible Benefits are contingent upon compliance with state and federal rules and regulations. The Parties agree to meet and confer regarding a replacement provision if any part of this structure is found to be noncompliant. Any such agreement shall be incorporated into a Side Letter attachment to the Memorandum of Understanding.

12.3 Internal Revenue Code Section 125 Plan

The District shall offer an Internal Revenue Code Section 125 Plan, which contains the components of premium conversion, health care reimbursement account, dependent care reimbursement account, and deferred compensation option.

12.4 Retiree Health Care

A. CalPERS (PEMHCA) Minimum

The District shall participate in the CalPERS Health Plan as governed by the Public Employees' Medical and Hospital Care Act (PEMHCA), and provide the minimum

PEMHCA contribution or retirees as required by law.

B. Retirement Health Services Account

Additionally, the District shall contribute the following to a Retirement Health Savings account for active employees based on the years of service with the District.

Years of Service	Monthly Contribution
Years 1-5	\$150.00
Years 6-10	\$200.00
Years 11-15	\$250.00
Years 16 and thereafter	\$300.00

C. Vesting

Employees shall be vested in the Retiree Health Savings Plan after ten (10) years of continuous service with the District.

12.5 Dental and Vision Care

The District shall provide a dental plan for employees and eligible dependents. Effective January 1, 2013, the dental plan will be improved to Delta Dental Plan Option #2 as presented during negotiations. The District will pay for the entire cost for the employee. At the option of the employee, the employee can add dependents at a cost paid for by the employee. The cost for Employee +1 Dependent is \$5 per month and Employee 2+ Dependents is \$10 per month.

Effective January 1, 2013, the District agrees to pay up to \$21.97 per month for Vision Care for the employees and eligible dependents through the VSP (Vision Service Plan). Should there be an increase in cost to this benefit, the Union and District agree to meet and discuss the continuance of such vision plan.

12.6 Life and Accidental Death and Dismemberment Insurance

The District shall provide a life insurance benefit. Effective as soon as feasible after adoption of the Agreement, the coverage shall be increased to Two Hundred Thousand Dollars (\$200,000) for all employees covered by this Memorandum of Understanding.

Employees may purchase additional life insurance in accordance with the respective plans.

12.7 Deferred Compensation Plan

The District shall make available voluntary deferred compensation plan(s) for all employees. The District will not make any changes to the plans offered without meeting and conferring with the Union.

12.8 Domestic Partner Coverage

The District will provide medical coverage for Domestic Partners in accordance with PERS definitions and regulations. The District will provide domestic partner coverage for

dental, and vision care coverage.

SECTION 13 LEAVES OF ABSENCE

13.1 Job Incurred Disability Leave

Any permanent or probationary employee covered by this Memorandum of Understanding who has suffered any disability arising out of and in the course of his/her employment, as defined by the Worker's Compensation Laws of the State of California shall be entitled to the period of such disability to a maximum provided under State Law.

13.2 Leave of Absence without Pay

Any employee desiring a leave of absence without pay from his/her employment for any reason shall secure written permission from the Fire Chief. The decision of the Fire Chief on granting or refusing to grant a leave of absence or extension thereof shall be final and conclusive and shall not be subject to the grievance procedure of this Memorandum. Except as otherwise provided in this Section, the maximum leave of absence shall be for 30 days and may be extended for like periods. Written permission for such extended periods shall be secured from the Fire Chief. The first approved leave of absence without pay plus approved extended leaves of absence without pay shall not exceed 12 months. During any approved leave of absence the employee shall not engage in gainful employment unless authorized to do so by the written permission of the Fire Chief. The Fire Chief may terminate any employee who violates the terms and conditions of the written permission for leave or extension thereof.

13.3 Jury Leave

Every full-time employee of the District who is called and required to serve as a trial juror shall be entitled to absent himself/herself from his/her duties with the District during the period of such service or while necessarily being present in court as a result of such call.

An employee called to serve as a trial juror shall notify the District of such requirement at the time the employee receives the Jury Summons.

The employee shall be paid the difference between his/her full salary and any payment received by him, except travel pay, for such duty. (An employee who has been subpoenaed, as a witness in his/her official District capacity shall be paid his/her regular pay less any witness fee received.)

An employee who has been subpoenaed in a private capacity shall not be paid for the time he/she is not on duty with the District.

During the term of this agreement, the District and the Union will work collaboratively to develop a policy that identifies expectations of employees on telephone standby and who are released from Jury Duty prior to the end of the employee's shift and provides for flexibility in scheduling for Jury Duty.

13.4 Maternity Leave

Please refer to District Policy and Procedures Manual.

13.5 Family Care Leave

The District shall provide Family Care Leave in accordance with the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). Paid leaves shall run concurrent with FMLA and CFRA in accordance with the Policy manual.

13.6 Bereavement Leave

In the event of the death of a member of the immediate family of an employee, the employee is entitled to utilize paid sick leave. The employee shall be granted the necessary shifts off with full pay (using accrued sick leave), which the employee is scheduled to work during the five (5) consecutive calendar days commencing with the notification of the death to the District in order to attend the funeral/services.

This provision does not apply unless the notification to the District is received prior to the funeral. For the purpose of this Section, immediate family means spouse, domestic partner, children, children of domestic partner, mother, father, mother-in-law, father-in-law, brother, sister, and spouse's brother, sister, grandparents, grandchildren and stepchildren. Upon request of an employee for an exception to the above, the Fire Chief may allow an exception. Such decision shall be the sole discretion of the Fire Chief and shall not be subject to the grievance procedure.

13.7 Military Leave

The Fire Chief in accordance with the provisions of state and federal law shall grant military leave.

SECTION 14

PROBATIONARY PERIOD

14.1 Probationary Period

All initial appointments shall be subject to a probationary period of twenty-four (24) months of actual service commencing with the date of appointment to the Fire Academy step. Lateral and promotional appointments shall be subject to a probationary period of twelve (12) months of actual service commencing with the date of appointment.

During the time spent at the Fire Academy and probationary period an employee may be released from employment at any time by the Fire Chief without right of appeal in any manner and without recourse to the procedures provided in Section 17 (Grievance Procedure) hereof. Any regular employee rejected during the probationary following a promotional appointment shall be reinstated to the position from which he/she was promoted unless conditions warrant his/her dismissal.

SECTION 15

RESIGNATION AND REINSTATEMENT and LAYOFF

15.1 Resignation and Reinstatement

An employee who has resigned from the District in good standing may be reinstated by the Fire Chief, at his/her sole discretion, to a vacant position of the same class as the position he/she previously held within one (1) year from the effective date of the resignation. A new probationary period may be required.

15.2 Layoff

A. Layoff Procedure

The District Manager may lay off an employee because of material change in duties or organization or shortage of work or funds. Layoffs shall be by classification. The last employee hired in the classification is the least senior for that classification. Except in cases of emergency, the District Manager shall advise the employee in writing of the proposed action and the reason(s) for the proposed action at least fourteen (14) calendar days in advance of such action. The name of such employee(s) shall be placed at the top of the re-employment list and he/she shall have the right to displace an employee in the same, lateral or lower classification within the District for which he/she is qualified and over whom he/she has seniority. Seniority for purposes of displacement is defined as the length of time an employee has been employed in the District regardless of the classification(s) held.

B. Re-Employment

The name of each employee who is laid off in accordance with this Section shall be placed at the top of the employment list in the class, which the employee held in order of seniority and shall be given preference in filling vacancies in such class for a period of one (1) year following the date of layoff. The employee also may choose to be placed on the employment list in the class(es) the employee previously held within the District and shall be placed on the top of such list in accordance with his/her seniority.

SECTION 16

DISCIPLINE

16.1 Definition

Discipline is defined as a reduction in step, demotion, a suspension and dismissal.

16.2 Notice and Appeal

The Fire Chief may impose disciplinary action for cause. Appeal of said disciplinary action may be processed as a grievance processed through the Grievance Procedure outlined in Section 17, starting with Step 3.

SECTION 17

GRIEVANCE PROCEDURE

17.1 Definition

A grievance is any dispute, which involves the interpretation or application of any provision of the Memorandum of Understanding, excluding, however, those provisions of the Memorandum of Understanding, which specifically provide that the decision of any District official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

Step 3 shall be utilized to provide an administrative appeal of a written reprimand. Such appeals shall not be processed beyond Step 3.

17.2 Procedure

A grievance shall be filed according to the following steps:

Step 1. Immediate Supervisor. A grievance may be filed by an employee in his/her own behalf, or jointly by a group of employees or by the Union.

Within seven (7) calendar days of the event giving rise to a grievance, the grievant shall present the grievance in writing to the Battalion Chief. Grievances not presented within the time period shall be considered resolved.

The Battalion Chief shall meet with the grievant to settle the grievance and give a written response to the grievant within seven (7) calendar days from the receipt of the grievance.

Step 2. Fire Chief. If the grievance is not resolved in Step 1 to the grievant's satisfaction, the grievant may, within fourteen (14) calendar days from receipt of the Battalion Chief's response, advance the grievance in writing to the Fire Chief for consideration. A written response to the grievance shall be made in writing by the Fire Chief, after conferring with the grievant, within ten (10) calendar days from receipt of the grievance.

Step 3. District Manager. If the grievance is not resolved in Step 2 to the grievant's satisfaction, the grievant may, within five (5) calendar days from receipt of the Fire Chief's response, advance the grievance to the District Manager for consideration. A written response to the grievance shall be made in writing by the District Manager or his/her designee, after conferring with the grievant, within ten (10) calendar days from receipt of the grievance.

Step 4. Mediation. If the parties are unable to reach a mutually satisfactory accord on any grievance, which arises and is presented during the term of this Memorandum of Understanding, the parties may mutually agree to participate in mediation in an effort to resolve the grievance at this Step. The parties may agree upon a mediator or utilize the services of a mediator assigned through State Mediation and Conciliation Services.

Step 5. Arbitration. In the event Mediation is unsuccessful in securing a settlement,

either the Union or the District may require that the grievance be referred to an impartial arbitrator. The parties may select by mutual agreement or by requesting a list of seven (7) arbitrators from State Mediation and Conciliation Service (SMCS). If a list from SMCS is utilized, the parties shall determine by lot which party is to strike the first name from the list. The parties shall alternately strike names from the list until one name remains. The fees and expenses of the arbitrator and of a Court Reporter (if mutually agreed upon) shall be shared equally by the Union and the District. Each party, however, shall bear the cost of its own presentation, including preparation and post-hearing briefs, if any.

Decisions of the arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the laws governing General Law Cities in the State of California.

No arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by this Union and unless such dispute falls within the definition of a grievance as set forth in Section 17.1.

Neither any Mediator nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

17.3 Extension of Time Limits

The above specified time limits may be extended in writing by mutual agreement between the parties. Failure of the employee or the Union to act within the specified time limits, unless extended and mutually agreed upon in writing, shall dismiss and nullify the grievance. Failure by the District to observe such time limits, unless extended, shall cause the grievance to be moved to the next level of the grievance procedure.

17.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Fire Chief. In such cases no adjustment shall be retroactive for more than sixty (60) days from the date upon which the complaint was filed. Only complaints which allege that employees are not being compensated in accordance with the provisions of this Memorandum of Understanding shall be considered as grievances.

17.5 Suspension and Discharge Grievances

If the parties, in pursuance of the procedures outlined in Section 17.2 above resolve a grievance which involves suspension, demotion, reduction in step or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time. In the event the dispute is referred to arbitration and the arbitrator finds that the District had the right to take the action complained of, the arbitrator may not substitute his/her judgment for the judgment of management, and if he/she finds that the District had such right, he may not order reinstatement and may not assess any penalty upon the District.

17.6 Interpretation of Memorandum

No changes in this Memorandum of Understanding or interpretations thereof except interpretations resulting from Mediation or arbitration proceedings hereunder) will be

recognized unless agreed to by the District Manager and the Union.

SECTION 18 RETIREMENT PLAN

18.1 PERS Plan Design

The District shall contract with California Public Employees' Retirement System (CalPERS) to provide a retirement plan, which includes the 2% at 50 formula, 4th level 1959 survivors' benefits and PERS Sick Leave Credit Provision. Final compensation will be defined as the highest average monthly pay rate for a three (3) year period.

The District shall continue to implement the provisions of 414h2 of the Internal Revenue Service Code.

SECTION 19 MISCELLANEOUS PROVISIONS

19.1 Personnel Files

Each employee shall have the right to inspect and review any official record relating to his/her performance as an employee or to a grievance concerning the employee, which is kept or maintained by the District. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the District.

An employee shall receive a copy of any written reprimand or warning prior to its being placed in the employee's personnel file.

The District shall provide an opportunity for the employee to respond in writing, or personal interview, to any information about which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of his/her permanent personnel record.

19.2 Physical Examination

At the time of hire, and each year thereafter, employees must pass a physical examination by a medical doctor selected and paid for by the District. Such physical shall meet the requirements of the California Department of Motor Vehicles DOT (Department of Transportation) standards. The pre-employment exam will be the same as the annual exam except that the pre-employment exam will include drug screening.

If the Fire Chief believes that any employee has suffered physical/mental changes which might affect his/her health or the safety of the public, said employee shall, on instruction of the Fire Chief, submit to an examination by a qualified physician selected by the Fire Chief

and paid for by the District.

19.3 Uniforms

The District shall provide uniforms to all employees who are required to wear uniforms. The District will report the value of the uniforms provided to PERS in accordance with applicable PERS requirements. On July 1st of each year the reportable amount shall be adjusted, if applicable, based on prior year value.

19.4 Shift/Station Bidding

Employees shall be entitled to bid on shifts and station assignments on an annual basis. Shift and Station Bidding procedures are contained in the Policies and Procedures Manual.

19.5 Promotional Requirements - Captains

The minimum requirements for existing employees to qualify to participate in the Captains Internal Promotional Examination shall be as follows:

- Top Step Firefighter
- Completion of CSFM (California State Fire Marshal) Fire Officer I Certification
- Completion of CSMCTD (Central San Mateo County Training Division) Acting Captains' Task book

If there is a minimum of three qualified applicants within the District, the District will conduct an internal promotional exam.

If fewer than three qualified employees apply for the Captain's Examination, the District may conduct an open entry examination.

19.6 Modified Duty Program

The District agrees to manage a Modified Duty Program for employees when injuries or illness sustained on-or-off duty result in physical limitations and prevent the employee from performing the full range of duties as diagnosed by a qualified health care professional. The provisions of the Modified Duty Program are provided in the policies and procedures manual.

19.7 Seniority

Seniority in the District shall be based on date of hire with the Belmont Fire Protection District or previous date of hire with South County Fire Authority or Belmont-San Carlos Fire Department, whichever is earlier.

19.8 Driver Training

The District will select up to six (6) employees to serve as Driver Trainers. Those trainers shall obtain and maintain all appropriate licensure and certifications as may be required. Said employees shall be paid an additional One Hundred Dollars (\$100.00) per month after completion of all certification requirements. An additional One Hundred Dollars (\$100.00) per month will be paid during months the Trainer has a trainee.

SECTION 20

PAST PRACTICES AND SCOPE OF AGREEMENT

It is understood this agreement represents a complete and final understanding on all known negotiable issues between the District and the Union. This agreement supersedes all previous memoranda of understanding, memoranda of agreement and written past practices pertaining to wages, hours and conditions of employment between the District and the Union except as specifically referred to in this Agreement. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Agreement shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof.

Both parties acknowledge that they had full opportunity during negotiations to make any demands and proposals. There is no obligation on either party to bargain collectively during the term of this agreement with respect to any matter, whether included in this agreement or not included in this agreement, except as may be specifically noted in this agreement.

In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the District, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the District reserves the right to take action by Management direction.

SECTION 21

TERM OF AGREEMENT

This Memorandum of Understanding shall be effective October 1, 2012 except for those provisions of the Memorandum of Understanding which have been assigned other effective dates as hereinabove set forth and shall remain in full force and effect to and including the thirtieth (30th) day of September, 2015.

SECTION 22
SEPARABILITY OF PROVISIONS

In the event that any provision of this Memorandum Understanding is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the Memorandum of Understanding shall be null and void but such nullification shall not affect any other provisions of this Memorandum of Understanding, all of which other provisions shall remain in full force and effect.

Made and entered into this 27th day of November, 2012.

BELMONT FIREFIGHTERS
ASSOCIATION IAFF LOCAL 2400

BY



Gary Jacobs

BY



Casey Engler

BELMONT FIRE PROTECTION
DISTRICT

BY



Greg Scoles, District Manager

BY



Cora Dino, HR Director

BY



Douglas Fry, Interim Fire Chief

BY



Diana Doughtie, IEDA

APPENDIX A

IAFF Pay Scales - Effective 10/1/12

	Academy	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Captain		7,809	8,200	8,609			
Firefighter	4,971	5,233	5,510	5,944	6,405	6,899	7,437

IAFF Pay Scales - Effective 10/1/13 (2% Increase)

	Academy	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Captain		7,965	8,364	8,781			
Firefighter	5,070	5,338	5,620	6,063	6,533	7,037	7,586

IAFF Pay Scales - Effective 10/1/14 (2% Increase)

	Academy	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Fire Captain		8,124	8,531	8,957			
Firefighter	5,171	5,445	5,732	6,184	6,664	7,178	7,738

Appendix B

The following provisions shall apply to those employees hired between October 2011 and October 2013 from the active eligible list including Belmont San Carlos Fire Department employees.

Health Care

If an employee is eligible for alternative group medical insurance, the employee may waive the District's medical insurance coverage and select such alternate plan. Proof of such alternate coverage is required prior to waiving coverage through the District plan. In the event an employee elects such alternate coverage with a cash option, the employee shall receive no more than fifty percent (50%) cash of the District's waived premium amount and the remaining fifty percent (50%) shall be deposited in the employee's deferred compensation account. In the event the employee elects such alternate coverage without a cash option, One hundred percent (100%) of the flexible benefit contribution shall be deposited in the employee's deferred compensation account.

Effective January, 2013 and each January during the term of this Memorandum of Understanding, the District's contribution to the Employee & 2 + Dependents (EE 2+) rate will be increased up to One Hundred percent (100%) of the Employee & 2 + Dependents (EE 2+) premium cost. Effective January 1, 2013, the City's District's contribution to the flexible benefits plan for Employee (EE) and Employee & 1 Dependent (EE &1) coverage will be increased to cover the increase in cost of the medical premium up to the dollar contribution to the EE 2+ Kaiser coverage cost. Effective January 1, 2013, the amounts eligible for cash and/or deferred contribution are capped at the 2012 rates for the plan option selected (such as Kaiser EE & 1 or Blue Shield Access EE coverage). The amount of cash and/or deferred compensation that an employee may receive shall not increase during the term of this agreement unless the employee changes plans or coverage.

Retiree Healthcare

At the option of the employee, employees who retire from the District shall be eligible to receive monthly retiree healthcare equivalent to Kaiser individual (Employee) coverage (CalPERS Bay Area Region Premium) after 15 years of service, including any time served with the South County Fire Authority or Belmont-San Carlos Fire Department, provided that Five (5) of those years must be with the District.

This benefit is in lieu of receiving any Retirement Health Savings Account contributions provided in Section 12.4 B. of the MOU.

Effective October 1, 2012, employees with twenty-five (25) years of service (including any time served with the South County Fire Authority or Belmont-San Carlos Fire Department), may retire after three (3) years with Belmont Fire Department and retain eligibility for retiree medical benefits as specified above.

Additionally, Effective October 1, 2012, employees with ten (10) years of service (including any time served with the South County Fire Authority or Belmont-San Carlos Fire Department), who retire from Belmont Fire Department via a PERS industrial disability retirement retain eligibility for retiree medical benefits as specified above may retire after three (3) years with Belmont Fire Department and retain eligibility for retiree medical benefits.

Retirement

The District will continue to provide the 3% @ 55 CALPERS retirement formula for employees hired on or after October 2011 and former employees of Belmont-San Carlos Fire Department who are on an active eligible list lasting through October 2013. The 3% @ 55 formula will include the full 3% at 55 safety formula, three (3) years compensation average, fourth level 1959 survivors' benefits, PERS Sick Leave Credit Provision and the Military Service credit as Public Service provision.